

New Hampshire Regulatory Appendix

This New Hampshire Regulatory Requirements Appendix (the “Appendix”) is made part of this Agreement entered into between United Behavioral Health (“UBH”) and the health care professional named in this Agreement (“Provider”).

This Appendix applies to all products or Benefit Plans sponsored, issued or administered by or accessed through UBH to the extent such products are regulated under New Hampshire laws; provided, however, that the requirements in this Appendix will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

UBH and Provider each agree to be bound by the terms and conditions contained in this Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix shall control, except with regard to Benefit Plans outside the scope of this Appendix, and be read in accordance with applicable laws and regulations.

If any of the capitalized terms in this Appendix are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Appendix will have the same meaning as the terms (or equivalent terms) used or defined in the Agreement. For example, “Benefit Plans,” as used in this Appendix, will have the same meaning as “benefit contracts”; “Member,” as used in this Appendix, will have the same meaning as “member,” “enrollee,” or “covered person”; “Payor,” as used in this Appendix, will have the same meaning as “participating entity”; “Provider,” as used in this Appendix, will have the same meaning as “Facility,” “Medical Group,” “Ancillary Provider,” “Physician,” or “Practitioner.” Additionally, if the Agreement uses pronouns to refer to the contracted entities, then “UBH” will have the same meaning as “we” or “us,” and “Provider” will have the same meaning as “you” or “your.”

This Appendix will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

Unless otherwise defined in this Appendix, all capitalized terms contained in the Appendix shall be defined as set forth in the Agreement.

- 1. Hold Harmless.** Provider agrees that in no event, including but not limited to nonpayment, insolvency, or breach of this Agreement by UBH shall provider bill, charge, collect a deposit from, seek payment or reimbursement from, or have recourse against a Member or a person acting on behalf of the Member for services provided pursuant to this Agreement. This provision does not prohibit Provider from collecting co-insurance, deductibles, or co-payments, as specifically provided in the evidence of coverage, or fees for non-Covered Services delivered on a fee-for-service basis to covered persons. Nor does this provision prohibit Provider and a Member from agreeing to continue services solely at the expense of the Member, as long as Provider has clearly informed the Member that UBH may not cover or continue to cover a specific service or services.

Provider further agrees that this provision shall survive the termination of this Agreement regardless of the cause that gave rise to the termination and shall be construed to be for the benefit of the Member. This Hold Harmless provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Member or persons acting on their behalf.

2. **Communications.** Nothing in this Agreement shall be construed to limit what information Provider may disclose to Members regarding the provisions, terms, or requirements of UBH's products as they relate to the needs of Member except for trade secrets of significant competitive value.
3. **Medically Necessary Care.** Nothing in this Agreement shall be construed to provide any payment or reimbursement provision creating an inducement for Provider to withhold medically necessary care to Members. Nothing in this paragraph shall be construed to prohibit the use of payment arrangements between UBH and Provider involving capitation, withholds or other arrangements. Nothing in this paragraph shall be construed to prohibit health care carriers from providing coverage for only those services which are medically necessary and subject to the terms and conditions of the Member's policy.
4. **No Longer Accepting New Patients.** Provider will notify UBH when Provider is no longer accepting new patients. Notification shall take place no more than 30 days after the date the Provider is no longer accepting new patients.
5. **Grievance Procedure.** UBH may not remove Provider from its network or refuse to renew Provider's participation for participating in a Member's grievance procedure or external review.
6. **Member Access.** Members shall have access to any provider in their insurance plan network subject to the terms and conditions of their plan. Member referral to a network provider may not be withheld pursuant to RSA 420-J:8. No provider employed by a hospital or any affiliate is required or in any way obligated to refer patients to providers also employed or under contract with the hospital or any affiliate.
7. **Continuing Access to Members.** In the event that either UBH or Provider terminates the Agreement for reasons other than unprofessional behavior, Members shall have continued access to Provider if Provider is a physician or an institutional provider as required by the relevant provisions of New Hampshire Revised Statutes § 420-J:8, XI and § 420-J:7-d (2003) The insurance commissioner may extend such period of continued access for up to an additional 60day period.
8. **Prompt Payment.** UBH, Payor and Provider shall comply with the applicable sections of New Hampshire Revised Statutes § 415:6-h (2000), as amended, governing the timely payment of claims.
9. **Retroactive Denials of Previously Paid Claims.** UBH and Provider shall comply with the applicable sections of New Hampshire Revised Statutes as they relate to retroactive claims denials.
10. **Telemedicine.** UBH shall provide coverage and reimbursement for health care services provided through telemedicine on the same basis as UBH provides coverage and reimbursement for healthcare services provided in person. UBH shall provide reasonable

compensation to an originating site operated by a Provider if the Provider is authorized to bill UBH directly for health care services. In the event of a dispute between a Provider and insurance carrier relative to the reasonable compensation, the insurance commissioner shall have exclusive jurisdiction under

New Hampshire Revised Statutes § 420-J:8-e (2020) to determine if the compensation is commercially reasonable. The Provider and insurance carrier shall each make best efforts to resolve any dispute prior to applying to the insurance commissioner for resolution, which shall include presenting to the other party evidence supporting its contention that the compensation level it is proposing is commercially reasonable.

- 11. Confidentiality of Provider Information.** UBH shall not display a Provider's home address, date of birth, or social security number on documents provided to Members for the purpose of claim payment unless Provider has provided that information for the purposes of claim payment.
- 12. Notice.** UBH shall provide advance written notice to Provider in the form and for the length of time as provided in the Agreement but in no case less than sixty (60) days to the other party before making a material change to any applicable fee schedule.
- 13. Disclosure of Fees.** Upon request by Provider, UBH will furnish Provider, in writing or in an electronic format, the fees for requested procedure codes within thirty (30) calendar days from receipt of the request.